

भारत हेवी इलेक्ट्रिकल लिमिटेड
Bharat Heavy Electricals Limited



कॉर्पोरेट डिजिटल ट्रांसफॉर्मेशन
CORPORATE DIGITAL TRANSFORMATION

Request for Proposal

FOR

Annual Maintenance Contract for 2X40KVA Online UPS installed at CDT, Noida

To be signed and stamped by the bidder

Ref. No.: AA:CDT:UPS-AMC(2023)

Date: 01-02-2023

To,
M/s Schneider Electric IT Business India Pvt Ltd

Sub: Enquiry for Annual Maintenance Contract (AMC) for 2X40KVA Online UPS for 1 year with effect from 05.02.2023 deployed at CDT, Noida

Bid is invited for the Annual Maintenance Contract (AMC) for 2X40KVA Online UPS for 1 year with effect from 05.02.2023 deployed at CDT, Noida as per the terms and conditions of this RFP.

Any corrigendum / notifications issued by BHEL, related to this tender, shall be available / hosted on www.bhel.com. Hence, bidder is expected to keep visiting www.bhel.com for any corrigendum / notification in its own interest.

The bidder is expected to examine all instructions, formats, terms, specifications, conditions and all other information in the bidding documents. Failure to furnish all information asked for or to submit a bid not substantially responsive to the bidding documents may result in rejection of the bid as decided by the BHEL. BHEL's decision in this regard shall be final and binding.

Please ensure that your response, complete in all respect, in requisite format with necessary enclosures is delivered on or before the due date & time i.e., **04.02.2023 at 1500 hrs.**

Bids shall be addressed to:

Manager/CDT
Bharat Heavy Electricals Limited,
BHEL House, Sirifort
New Delhi - 110049

Thanking you,
Yours faithfully,
For and on behalf of BHEL

Sd/-

Manager (CDT)

To be signed and stamped by the bidder

1. Requirement:

Annual Maintenance Contract (AMC) of 2X40KVA UPS deployed at CDT, Noida for period one year with effect from 05.02.2023. The brief specifications of the 2X40KVA UPS are as under:

Item Name	Make & Model	Qty.	Brief configuration
2X40KVA Online UPS	APC SUVT 2x40KVA	1 set	<p>System Configuration: 2 x 40 KVA UPS in parallel redundancy equal Load Sharing Mode.</p> <p>Batteries: 64 nos of 12V 100AH Exide make batteries.</p> <p>Technology : True On-line, double conversion type</p> <p>Input Source : Mains/Local DG Set Compatibility</p> <p>Input Voltage : 415 VAC 3 phase, 4 wires</p> <p>Input Frequency : 50 Hz</p> <p>Output Voltage : 415 VAC 3 phase, 4 wires</p> <p>Output Power Factor : 0.8 or higher (KVA x PF will be also be considered for evaluation)</p> <p>Inverter Efficiency : > 89%</p> <p>Overall efficiency : > 85%</p>

2. General Instructions to Bidders

S.No.	Key Activity	Date
1	Issuance of Request For Proposal (RFP)	01-02-2023
2	Last date of receiving queries from bidder	02-02-2023
3	Last date and time for submission of bid	04-02-2023: 1500hrs, at CDT, Asiad, New Delhi
4	Bid opening	04-02-2023: 1530hrs, at CDT, Asiad, New Delhi

3. Instructions and Guidelines to Bidder

To be signed and stamped by the bidder

3.1 Ethical Standard:

Bidders are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, the Purchaser will reject a proposal for award if it finds out that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract. For the purposes of this provision, the terms set forth below are defined as follows:

a) “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and

b) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive the Purchaser of the benefits of competition;

The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

By signing the Bid Forwarding Letter, the Bidder represents that for the software it supplies, it is the owner of the Intellectual Property Rights in the software. Willful misrepresentation of these facts shall be considered a fraudulent practice without prejudice to other remedies that the Purchaser may take.

3.2 Bid Documents:

Bid shall be accepted by the official inviting the tender in **ONE PART**.

Bid shall consists of the following:

- i) PRICE BID as per format enclosed as **Annexure-I**
- ii) No Deviation Certificate as per format enclosed as **Annexure-III**.
- iii) Declaration of GST benefits as per format enclosed as **Annexure-IV**
- iv) A copy of complete RFP along with corrigendum, if any, where each page is signed & stamped by the bidder.

Price bid containing PRICES only is to be submitted as per Price Bid Format (**Annexure-I**). Prices shall be quoted in Indian Rupees only. Bidder shall give details of Direct Applicable Taxes (between Bidder & BHEL as asked in the Price Bid Format) clearly. Any changes in these Direct Applicable Tax rates during the complete contract period will only be payable as per actuals, subject to submission of documentary evidence. Any other taxes, duties, levies and charges assessed on the bidder by local, national or any statutory authorities will not be payable by BHEL.

3.3 Bid Submission:

3.3.1 Bids shall be addressed to the official inviting Bids by name and designation and sent at the following address:

Manager (CDT)
Bharat Heavy Electricals Limited,

To be signed and stamped by the bidder

BHEL House, Sirifort, New Delhi
Telephone no. : (011) 66337483
Email : neeraj.meena@bhel.in

- 3.3.2 Bids can also be delivered in person to the official inviting Bids.
- 3.3.3 Bids submitted by post shall be sent by "REGISTERED POST" only and shall be posted with due allowance for any postal delay. Bids shall be submitted latest by 1500 Hrs. of the due date. Bids received after the Due Date and Time of submission will be summarily rejected.

3.4 Bid Opening

- 3.4.1 Bid may be opened on the due date and time as specified in the Enquiry Letter, in the presence of bidder who may like to attend
- 3.4.2 No correspondence shall be entertained from the bidder after the opening of Bid.
- 3.4.3 Standard pre-printed conditions of the bidder attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.
- 3.4.4 No Literature, Pamphlets other than what is specified is to be enclosed. All such enclosures shall be considered as unread and also will not be considered as part of the quotation.
- 3.4.5 Manufacturer's name, trade Mark or Patent No., if any, should be specified.
- 3.4.6 Purchaser reserves the right to negotiate the tender, if required.

3.5 Validity of Offer:

Offer shall be kept valid for **four months** from the due date of Tender, for Purchaser acceptance

3.6 Deviations:

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the Tender Enquiry. Vendors have to submit a "No Deviation Certificate" in the offer as per **Annexure-III**.

Technical & Commercial - No deviation is acceptable.

3.7 Clarification on Bidding Documents:

The Bidder is expected to carefully go through this tender document and understand the functional requirements thoroughly before submitting their offer. All legitimate queries and clarifications regarding this tender must be submitted in writing to the official inviting tender by 02.02.2023

3.8 Rejection of Bid and Other Conditions

- 3.8.1 Any format not properly filled, partially filled or not filled will make the bid liable for rejection. Bidders are requested to note that all columns, rows and spaces provided to fill up the data must be filled with relevant data without fail. In case any bidder fails to do so or fills up irrelevant data, BHEL is not bound to seek clarifications on such items and will be free to reject the tender summarily.

To be signed and stamped by the bidder

- 3.8.2 No change in specifications, clauses of contract, Terms and Conditions, etc. shall be entertained by BHEL under any circumstances.
- 3.8.3 Canvassing in any way concerning this tender, wrong declaration, incorrect information, misleading or incorrect certifications, etc. shall make the Bidder debarred to participate in this tender and also for a further period of 3 years in any tender of any of the BHEL units.
- 3.8.4 The acceptance of bid will rest with the Purchaser and does not bind him to accept the lowest or any bid. The Purchaser reserves to itself, full rights for the following without assigning any reasons, whatsoever:
- a) to reject the bid.
 - b) to increase or decrease the quantities.
- 3.8.5 If the bidder deliberately gives wrong information in his bid, Purchaser reserves the right to reject such a bid at any stage or to cancel the Order/Contract, if awarded and forfeit the EMD/ security deposit/ Performance Bank Guarantee, if any.
- 3.8.6 If the Prices/Rates of one or more of the enquired equipment have not been quoted, the offer is liable to be rejected.
- 3.8.7 Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the bid.

3.9 Amendment of Bidding Documents:

The Purchaser may at its sole discretion amend the Bidding Documents at any time prior to the deadline for submission of bids. However, in case of such amendment, the bid submission date may be extended at the discretion of the purchaser.

Amendments made prior to submission of bid will be provided in the form of Addenda / Corrigendum to the Bidding Documents and will be posted on the BHEL website (<http://www.bhel.com>) in Tender Notification section under the original tender enquiry number.

3.10 Tender Evaluation:

- 3.10.1 Total / Gross Total of Prices should be indicated both in words as well as in figures. If there is a difference between price quoted in words and figures or if there is any other price discrepancy, higher value(s) will be considered for evaluation and lower values will be considered for ordering.
- 3.10.2 All applicable taxes (GST) are to be specified clearly in the Price Bid Format.

4. Commercial Terms & Conditions for Bidders

4.1 Scope of Work:

The vendor shall provide comprehensive On-Site AMC support services for a period of 1 year . The support shall cover following:

To be signed and stamped by the bidder

- i. Troubleshooting / Rectification / Repair /Replacement of a faulty part / component /module of the UPS within time period specified in SLA after a call is logged with the vendor.
- ii. Visit of service engineer to the site after call is logged.
- iii. Resolution of the problem as per SLA specified time period.
- iv. Provisioning of spares as and when required.
- v. Installation / Re-Installation / Configuration of hardware / software which gets faulty and needs repair / replacement.
- vi. Periodic health checks of the systems (at least once in a quarter).
- vii. Health-check of batteries. However, providing replacement for faulty batteries shall not be in the scope of the vendor.

4.2 Taxes & Duties:

- i. Price quoted should be inclusive of all applicable Taxes/charges but Excluding GST. The Contractor shall pay all other taxes, fees, royalty, commission etc. which may be levied on the contractor in executing the contract. In case BHEL is forced to pay any of such taxes, it shall be recovered from Contactor's bills or otherwise as deemed fit.
- ii. TDS under GST law as applicable shall be deducted.
- iii. In case of any recovery including LD/SLA, the applicable GST shall also be recoverable from the supplier.
- iv. To enable BHEL to avail GST input tax credit, Vendor shall submit GST compliant invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Vendor only after submission of GST complaint invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services. Vendor to ensure that details of such invoice is furnished by him in his GSTR-1 return and the same is appearing in GSTR-2B of BHEL.
- v. BHEL reserves the right to protect its interest against any loss on account of non-availability of GST credit.
- vi. GSTIN of BHEL will be provided to the Vendor along with the work order.
- vii. Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- viii. Statutory variation for GST is payable to the Seller during validity of the contract. However, for period beyond the contract validity, BHEL may reimburse the actual applicable increased tax, in exceptional circumstances, in case BHEL is able to take the input tax credit. However, the decision of BHEL in this regard will be final and binding on the seller/ contractor otherwise vendor/ contractor has to bear the differential upward increase in tax.
- ix. Payment to the Vendor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the Vendor by BHEL.
- x. Applicable GST shall also be recoverable from the Vendor in case of LD recovery/penalty on account of breach of terms of contract.
- xi. Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code / SAC (Services Accounting Code) etc.

To be signed and stamped by the bidder

- xii. The Vendor has to give an undertaking that GST as mentioned in the invoice has been / will be paid and also file return as per respective extant rule.

4.3 Service Level Agreement (SLA)

Same business day support on all hardware & software products. On logging complaint with the vendor, the engineer should visit for diagnosis & troubleshooting within 2 hours (between 8am to 8pm).

4.4 Penalty for SLA Non-Conformance:

The deduction for downtime for each equipment per month will be as follows:

S. No.	Downtime per equipment basis	Downtime hrs	Deduction Factor / Value
1	Primary UPS with failover on secondary UPS	More than 24 hrs	AMC charges for downtime + Rs.1000 per day. Less or equal to 6 hrs will be rounded down and more than 6 hours will be rounded up to a full day.
2	Both Primary UPS and Secondary UPS down	More than 8 hrs	AMC charges for downtime + Rs.1000 per day. Less or equal to 6 hrs will be rounded down and more than 6 hours will be rounded up to a full day.
Note: Total deduction shall be limited to maximum quarterly AMC charges			

4.5 Terms of Payment:

The bill along with supporting documents shall be accepted at the end of quarter and payment excluding GST & notional interest thereon, shall be made within 60 days from the date of submission of the bills, complete in all aspect after due verification subject to other terms & conditions mentioned in clause no. 4.2 (Taxes & Duties) and SLA reports for the quarter (certified by BHEL executive).

4.6 Statutory Obligations:

All statutory obligations arising out of this contract (like Insurance, PF, etc. of man power deployed by the bidder) shall rest with the successful bidder.

Bidder should have PF no. and ESI No. for executing the contract. Letter from authority for PF and ESI No to be provided.

To be signed and stamped by the bidder

4.7 Liabilities from the Contract

Any liabilities arising out of this contract (like injury, fatal/non-fatal, to the personnel of the successful bidder or any third party/contractor employed by the bidder) shall be to the successful bidder's account only. BHEL shall not be liable in any such eventuality.

4.8 Exemption:

MSMEs, registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, are entitled to avail the benefit of Public Procurement Policy for Micro and Small Enterprises (MSEs), dated 23.03.2012, subject to furnishing the documentary proof in support of claim along with their request letters and feasibility in terms of ordering and supply.

4.9 Indemnity:

Bidder shall fully indemnify and keep indemnified the Purchaser against all claims which may be made in respect of the use of System / Software / Item(s) / services supplied / rendered by the Bidder for infringement of any rights protected by patent, registration of designs or trademarks and legality of the Software. However the Bidder will have no obligation for any claim of infringement arising from third party products not supplied in the order, modifications and technical information/ instructions advised by purchaser and use of products prohibited by product manuals.

All such claims in this regard will be settled as per Indian Laws.

In the event of any such claims being made against the Purchaser, Purchaser will inform in writing to the Bidder who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise.

4.10 Confidentiality:

The Bidder shall keep confidential any information related to this tender. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.

As used herein, the term "Confidential Information" means any information, including without intimation, information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

To be signed and stamped by the bidder

At all times during the performance of the Services, the Bidder shall abide by all applicable BHEL's security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.

The obligations of confidentiality under this section shall survive the rejection of the contract.

4.11 Non-Disclosure Agreement

4.11.1 The successful bidder shall comply with the Information Security Management System of BHEL and work within the framework of ISMS as applicable in BHEL from time-to-time.

4.11.2 All the material / information sent to the successful bidder shall be treated as confidential and should not be disclosed in any matter to any unauthorized person under any circumstances. The successful bidder has to furnish a Non- Disclosure Agreement (NDA) (as per **Annexure-II**) in line with the Owner's Information Security Management System (ISMS).

4.12 Arbitration:

In all cases of disputes emanating from and in reference to this contract, the matter shall be referred to the arbitration. All disputes or differences between the parties will be resolved through arbitration governed by "The Arbitration and Conciliation Act, 1996" as amended from time to time. The venue of arbitration shall be in New Delhi.

4.13 Laws Governing the Contract:

The order/ contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the order/ contract.

Courts at Delhi/ New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract to which these conditions are applicable.

4.14 Force Majeure:

Vendor shall not be responsible for delay in delivery resulting from acts / events beyond his control, provided notice of the happening of any such act / event is given by the Vendor to the Purchaser within 15 days from the date of its occurrence. Such acts / events shall include but not be limited to acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order / contract.

4.15 Limitation of Liability:

Notwithstanding anything in the Contract to the contrary and to the extent permitted by applicable law, (a) in no event shall either Party, its officers, directors, or employees be liable for any form of incidental, consequential, indirect, special or punitive damages of any kind, or for loss of revenue or profits, loss of business, whether such damages arise in contract, tort or otherwise; and (b) the maximum liability of the

To be signed and stamped by the bidder

Seller for any and all claims, losses, damages, costs and expenses arising from or on connection with this Contract shall not exceed the value of the Contract.

4.16 Risk Purchase

Client reserves the right to purchase from elsewhere at the risk and cost of the Contractor, either the whole or part of

- a) The Systems/Equipment, which the Contractor has failed to deliver within the stipulated delivery period in the concerned Purchase Order or if the same were not available, the best and the nearest available substitute(s) thereof which is not technically inferior to the undelivered System/Goods.
- b) The warranty and support which the Contractor has failed to provide in respect of the supplied system/equipment suffering from not less than 1 month of downtime.

The Contractor shall compensate the Client for any loss or additional expense, which the Client may sustain by reason of such purchase. The Client may recover the amount from any money due to the Contractor in respect of this contract or any other contract which the Contractor has with Purchaser. This clause will be operated only after completion of delivery period including extended period with LD, if any.

Recovery on account of purchases made by Purchaser at the risk and cost of Seller/Contractor shall be worked out as follows:

- a) Excess of new purchase cost over old purchase cost, where the total value of new PO is more than total value of old PO.
- And
- b) Additional 30% overheads as departmental charges on the ex-works value of new PO.

4.17 Termination of The Contract & Its Consequences

- 4.17.1 Purchaser reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of stipulations of the Order/contract by the Vendor.
- 4.17.2 Vendor shall continue the performance of the order/contract under all circumstances, to the extent not cancelled.
- 4.17.3 BHEL reserves the rights to cancel the contract in case the services are not found to be satisfactory.
- 4.17.4 Consequences: As soon as the contract is cancelled / terminated by BHEL, no payment will be payable to the Vendor.

4.18 Merger & Acquisition:

In case of merger / acquisition of the bidder / OEM during the contract period, all commitments and liabilities with respect to this contract will pass on to the acquiring entity.

To be signed and stamped by the bidder

4.19 Special Clauses:

BHEL reserves the right to terminate the contract within the contract period stating reasons, whatsoever, after giving an advance notice of one month.

5. List of Annexures:

- 5.1 Annexure-I: Price Bid Format.
- 5.2 Annexure-II: Non-Disclosure Agreement Format
- 5.3 Annexure-III: No-Deviation Certificate Format
- 5.4 Annexure-IV: Declaration of GST benefits

To be signed and stamped by the bidder

Annexure - I

Price bid format

S. No.	Item Name	Qty.	AMC Charges Per Year for Unit Qty. (Excluding Taxes)	AMC Charges Per Year for Total Qty. (Excluding Taxes)
			A	B=A*2
1	2X40KVA Online UPS	1 Set		
Total AMC charges per year for total qty. excl. taxes (B)				

Total offered price excl. taxes (B): Rs.

S.No.	Applicable Taxes	%age

Note :

1. The rate should be quoted in Indian Rupees.
2. The total cost should be mentioned in this format. The prices should be fixed and should avoid use of vague terms as "Extra as applicable".

Seal & Signature of the Company

To be signed and stamped by the bidder

Annexure - II**MUTUAL NON-DISCLOSURE AGREEMENT**

This Agreement is made and entered into as of the last date signed below (the "Effective Date") by and between **Bharat Heavy Electricals Ltd.(BHEL)**, a Public Sector Organization having its principal place of business at BHEL House, Siri Fort, New Delhi - 110049 and _____, a _____ corporation, hereinafter called "The Bidder", whose principal mailing address is _____.

WHEREAS in order to pursue the mutual business purpose of this particular project as specified in Bid document for AMC of 2X40KVA Online UPS, **BHEL** and the Bidder have an interest in participating in discussions wherein either Party might share information with the other that the disclosing Party considers to be proprietary and confidential to itself ("Confidential Information"); and

WHEREAS the Parties agree that Confidential Information of a Party might include, but not be limited to that Party's:

1. business plans, methods, and practices;
2. personnel, customers, and suppliers;
3. inventions, processes, methods, products, patent applications, and other proprietary rights; or
4. specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information;

NOW, THEREFORE, the Parties agree as follows:

1. Either Party may disclose Confidential Information to the other Party in confidence provided that the disclosing Party identifies such information as proprietary and confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by e-mail or written correspondence, or via other means of communication as might be appropriate.
2. When informed of the proprietary and confidential nature of Confidential Information that has been disclosed by the other Party, the receiving Party ("Recipient") shall, for a period of one (01) years from the date of disclosure, refrain from disclosing such Confidential Information to any contractor or other third party without prior, written approval from the disclosing Party and shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its employees, officers, directors, or agents who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.

To be signed and stamped by the bidder

3. All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.
4. The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the other Party's Confidential Information. The disclosing party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.
5. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:
 - 5.1. Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or
 - 5.2. Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or
 - 5.3. Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or
 - 5.4. Is approved for release (and only to the extent so approved) by the disclosing Party; or
 - 5.5. Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.
6. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.
7. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.
8. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.

To be signed and stamped by the bidder

9. This Agreement shall remain in effect for a period of one (1) year from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

IN WITNESS WHEREOF:

FOR AND ON BEHALF OF

Signature: _____

Name: _____

Designation: _____

Date: _____

Witness

1.

2.

FOR AND ON BEHALF OF

BHARAT HEAVY ELECTRICALS LTD.

Signature: _____

Name: _____

Designation: _____

Date: _____

Witness

1.

2.

To be signed and stamped by the bidder

Annexure - III

No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry no. **AA:CDT:UPS-AMC(2023)**, **dated 01-02-2023** This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.

Signed By:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Mobile: _____

Email: _____

Stamp & Seal: _____

To be signed and stamped by the bidder

Annexure-IV**Declaration of GST Benefits**

To Whom so ever it may concern, I hereby on behalf of my organization declare that I have quoted the rates considering the benefits of Goods and Service Tax (GST) including Input Tax Credit (ITC) in the Price Bid.

(Signature & seal of the bidder)

Place:

Date:

To be signed and stamped by the bidder